



JUSTICE COMMITTEE AGENDA
Law and Justice Center, Room 700

Monday, September 8, 2003

5:15 P.M.

1. Roll Call
2. Chairman's Approval of Minutes – August 4, 2003
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Billie Larkin, Children's Advocacy Center
 - 1) Items to be presented for Information:
 - a) CASA Monthly Statistical Report 1-2
 - b) General Report
 - c) Other
 - B. Bill Gamblin, 911 Administrator
 - 1) Items to be presented for Information:
 - a) General Report 3-8
 - b) Other
 - C. Amy Davis, Public Defender
 - 1) Items to be presented for Information:
 - a) Monthly Statistical Report 9-11
 - b) General Report
 - c) Other
 - D. Roxanne Castleman, Court Services
 - 1) Items to be presented for Information:
 - a) Monthly Statistical Report 12-17
 - b) General Report
 - c) Other

- E. Sandra Parker, Circuit Clerk
- 1) Items to be presented for Information:
 - a) Monthly Statistical Report for July 2003 18-26
 - b) General Report
 - c) Other
- F. David Owens, McLean County Sheriff
- 1) Items to be presented for Information:
 - a) McLean County Detention Facility Population Report 27-30
 - b) General Report
 - c) Other
- G. Beth Kimmerling, Coroner
- 1) Items to be presented for Information:
 - a) Monthly Report for July 2003 31
 - b) General Report
 - c) Other
- H. William A. Yoder, State's Attorney
- 1) Items to be presented for Action:
 - a) Request Approval of a Contract Agreement between Illinois Department of Children and Family Services and McLean County 32-43
 - b) Request Approval of and Intergovernmental Agreement between the Department of Children and Family Services of the State of Illinois and McLean County, Illinois 44-50
 - c) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance General Fund 0001, State's Attorney's Office 0020 to fund Attorney for the Children's Advocacy Center 51-52
 - 2) Items to be presented for Information:
 - a) Asset Forfeiture Fund Report 53
 - b) Case Load Report 54
 - c) General Report
 - d) Other

I. Craig Nelson, Information Services

1) Items to be presented for Action:

- a) Request Approval of Work Order
Number 12 for Professional
Services Agreement with Northrop
Grumman Space and Mission
Systems, Inc. – Sheriff's Department
Inmate Commissary Fund

55-64

2) Items to be presented for Information:

- a) General Report
b) Other

5. Other Business and Communication

6. Recommend payment of Bills and Transfers, if any, to County Board

7. Adjournment

e:\ann\age\j_Sept.03

CASA Statistics
Month of July, 2003

	Current Month	YTD
New Cases Assigned	1	29
Cases Awaiting Assignment	3	4
Cases Closed	1	16
Children Awaiting Assignment	6	37
Children Currently Served	1	227
Total Number of CASA's Assigned	1	127
Resigned CASA's	1	10
Reports Filed	24	171
Court Hearings Attended	24	222


CASA Program Updates:

On July 25th, 2003 we held a picnic in the Park with 20 CASA attendees. This was the In-Service for the month, we discussed case problems, and new social workers at the agencies. We have assigned 1 volunteer this month. We continue to have cases waiting for the volunteers, but won't have any new volunteers until the next class begins in the fall. We are anticipating a fall class of 15-20 individuals, and will have cases waiting.

The CASA office has been seeking funding from other sources, for this funding year. Billie Larkin and Laura Tuffentsamer were asked by the Illinois Criminal Justice Victims of Crime grant monitor to come to Chicago, as our program was highlighted because of its outcomes for children. Recent research showed how our program has made a difference in the lives of children since 1997. We were available for questions at this Board meeting, and briefly discussed our program.

McLean County Children's Advocacy Center Monthly Statistics

July 2003

	2002 1st Interview Month/YTD Stats	1st. Interview 2002	Juv. Suspect Interview 2002	Sib/Witness Interview 2002	2nd Interview 2002	Out of County Interview	Total Monthly Interviews	YTD Totals
JANUARY	12/12	8/8	0	2	1	1	12	12
FEBRUARY	13/25	8/16	1	2	1	4	16	28
MARCH	13/38	15/31	0	7	1	1	24	52
APRIL	13/51	6/37	0	4	1	2	13	65
MAY	16/67	9/46	1	1	1	1	13	78
JUNE	16/83	12/58	0	2	0	0	14	92
JULY	14/97	12/70	1	7	0	0	20	112
AUGUST	10/107							
SEPTEMBER	14/121							
OCTOBER	13/134							
NOVEMBER	11/145							
DECEMBER	14/159							
YEAR TO DATE TOTALS	159	70	3	25	5	9	92	112

Board Memo

Date: 8/27/2003

To: The Honorable T. Renner, Chairman and Honorable Members of the Justice Committee

Cc: File

From: W. H. Gamblin, E9-1-1 Administrator

RE: Monthly Report for August 2003

Please find attached the August 2003 Monthly report. I will be at the meeting to respond to questions and to update the committee of any activity occurring between the time of this memo and the meeting.

Respectfully submitted,

William H. Gamblin, ENP

WHG

Attachments

Board Memo

Date: 8/15/2003
To: The Honorable Members of the ETSB
Cc: File
From: W. H. Gamblin, E9-1-1 Administrator
RE: Homeland Security Grant

The grant application was completed and arrived at the Office of Homeland Security before the August 1, 2003-dead line and is now going through the evaluation process. The timetable calls for the awards to be made during the first week in September. This would be followed in October of 2003 with grant monies becoming available.

This project must be completed within a year of the award date. I will keep the board advised at each step of the way.

Respectfully submitted,



William Gamblin

WHG

Attachments

Board Memo

Date: 8/15/2003
To: The Honorable Members of the ETSB
Cc: File
From: W. H. Gamblin, E9-1-1 Administrator
RE: Call Statistics

Call statistics will not be available as the Selective router has been locked down pending a software and equipment upgrade. The upgrade scheduled for September 4. During a period of about two hours 9-1-1 calls will be routed over administrative lines. I am working with both the telephone company and with Tony to make sure that the upgrade does not cause any undo problems.

As a corollary to the update the router is locked down while pre-upgrade maintenance is completed prior to the full up-grade.

I will have stats for the September meeting.


Respectfully submitted,

William Gamblin

WHG

Attachments

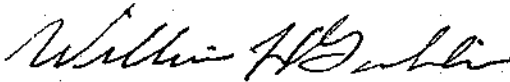
Board Memo

Date: 8/15/2003
To: The Honorable Members of the ETSB
Cc: File
From: W. H. Gamblin, E9-1-1 Administrator
RE: July Resolution Report

Please find attached the July error report. Please note that the number of known addressing database errors now stand at 47. One of the goals that staff set was to have errors down to less than 100 by the end of 2003.

We are pleased that we made this goal and will continue to work until all known addressing errors are removed from the data base or identified as data lines.

Also, we are very pleased with the responses we are receiving to our post cards send to residents asking that they place a 9-1-1 test call. This has significantly increased test calls.



Respectfully submitted,

William Gamblin

WHG

Attachments

ERROR REPORT (MONTHLY) COMMUNITY

JULY, 2003

	#ERRORS				TOTAL ERRORS				DATA #CORRECTED		ERROR TYPE	
	RESIDENTIAL	BUSINESS	TOTAL	DATA	DATA	DATA	DATA	DATA	DATA	DATA	DATA	DATA
ANCHOR	0	0	0	0	1	1						
ARROWSMITH	0	0	0	0	1	1						
BELLFLOWER	2	0	2	2	2	2					1-N911; 1-COMM	
BLOOMINGTON	5	19	24	24	42	7					1-COMM*; 2-RSD*; 2-N911*; 2-MSAG*	
CARLOCK	0	0	0	0	3							
CHENOA	1	1	2	2	4	1					1-RSD*	
COLFAX	0	0	0	0								
COOKSVILLE	0	0	0	0								
CROPSEY	0	0	0	0	2							
DANVERS	1	1	2	2	1							
DOWNS	1	2	3	3	2	1					1-MSAG*	
EL PASO	0	0	0	0	1							
ELLSWORTH	0	1	1	1	2							
GRIDLEY	0	0	0	0								
HEYWORTH	3	0	3	3	1	3					2-N911*; 1-SP*	
HUDSON	2	1	3	3	1							
LERoy	7	0	7	7	5							
LEXINGTON	4	0	4	4	5							
MANSFIELD	0	0	0	0	1							
MCLEAN	1	1	2	2		1					1-RSD*	
MINIER	0	0	0	0								
NORMAL	7	13	20	20	7	15					10-RSD*; 3-MSAG*; 2-N911*	
SAYBROOK	1	0	1	1	5							
SHIRLEY	0	2	2	2	1							
STANFORD	1	0	1	1		1					1-RSD*	
TOWANDA	0	0	0	0	1							
OTHER	1	0	1	1								
TOTAL ERRORS	37	41	78	78	88	31						

*NO STREET NAME = NSN
 *MSAG PROBLEM = MSAG
 *NEED 911 ADDRESS = N911
 *CITY JURISDICTION = CJ
 *CELL TOWER = CT
 *REMOVE STREET DIRECTIONAL = RSD
 *COMMUNITY ERROR=COMM
 *NUMBER DISCONNECTED=ND
 *WRONG COUNTY=WC
 *DATA LINE = DL
 *SPELLING ERROR = SP

ERRORS AS OF JUNE 30, 2003
 NEW ERRORS FOR JULY
 ERRORS CORRECTED IN JULY
 ERRORS AS OF JULY 31, 2003
 DATA LINES
 ILLINOIS STATE UNIVERSITY

49
 29
 31
 47
 88
 69

JULY, 2003

ERROR
NO ALI

NUMBER CORRECTED TESTED COMPLETE			
10	10	6	6

NO ANI

NUMBER CORRECTED TESTED COMPLETE			
3	3		3

INCORRECT ADDRESS

NUMBER CORRECTED TESTED COMPLETE			
9	9	5	5

MSAG-STREET RANGE/COMMUNITY

NUMBER CORRECTED TESTED COMPLETE			
2	2		2

ASSIGNED ADDRESSES-UNINCORPORATED
NEW ROADS (NEW MSAG LISTING)

14
1

TOTAL ERRORS
TOTAL ERRORS CLEARED

24
16

September 1, 2003

McLean County Board
Justice and Public Safety Committee
Bloomington, IL 61701

Re: Monthly Caseload – MONTH ENDING JULY 31, 2003.

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS 2002	MONTHLY TOTALS 2003	YTD TOTALS 2002	YTD TOTALS 2003	% CHANGE YTD
FELONIES	149	76	648	577	<11%>
MISDEMEANORS	119	122	694	662	<5%>
DUI	31	14	186	155	<17%>
TRAFFIC	70	66	524	548	4%
JUVENILE	42	19	177	138	<22%>
(DELINQUENT)	11	5	81	62	<23%>
(ABUSE/NEGLECT)	31	14	96	76	<21%>
MENTAL HEALTH CASES		1		13	
POST-CONVICTION & SVPCA CASES	0	1	5	8	38%
TOTAL	411	299	2,234	2,101	<6%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING July 31, 2003.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	67	11	6
F	JAMES TUSEK	74	11	3
F	RONALD LEWIS	64	6	5
F	BRIAN MCELLOWNEY	75	15	4
M	CARLA BARNES	258	59	0
F	CARLA BARNES	59	10	8
M	ROBERT KEIR	396	62	3
F	ROBERT KEIR	30	3	2
DUI	ANTHONY ORTEGA	137	12	0
F	ANTHONY ORTEGA	28	3	0
F	JOHN WRIGHT-C	44	7	0
F	LEE ANN HILL-C	45	5	0
F	TONY TOMKIEWICZ-C	45	7	0
TR	DAWN NATION	438	65	1
J	JON MCPHEE	46	8	0
J	ART FELDMAN	52	5	6
J	KELLY CAVANAUGH	38	6	0
J	ALAN NOVICK-C	3	0	0
PC/SVP	DAVID BUTLER-C	8	1	0
PVT	PRIVATE COUNSEL	230	30	0
W/D	WITHDRAWN	16	3	0

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

DATE: September 1, 2003

TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

JULY 2003 DISPOSITION

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	31	41	44
PLEA / LESSER	13	15	23
BENCH TRIAL / WIN	0	0	0
BENCH TRIAL / LOSS	1	0	0
JURY TRIAL / WIN	2	0	0
JURY TRIAL / LOSS	0	0	0
DISMISSED / UPFRONT	1	9	2
DISMISSED / TRIAL	3	11	1
KNOCKDOWN	5	0	0
DISMISSED PER PLEA	15	12	5
PRIVATE COUNSEL	23	5	2
PLEA / BLIND	7	0	0
REFILED AS FELONY	N/A	0	0
WITHDRAWN	0	3	0
DIRECTED VERDICT	0	0	0
P.D. DENIED	1	3	0

July 2003

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 Officer Supervision Unit - 3 Officer PSI Unit

Total Caseload – 1080 (1081 last month)

Average caseload per officer 154 (60 AOIC recommendation)

Presentence Reports Completed – 35 (36 last month)

* Total Workload Hours Needed – 2032.30 (1872.30 last month)

** Total Hours Available - 1650.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (11 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 2.55 adult officers are needed.** (1.48 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 116(119 last month)

Average caseload per officer 29 (35 AOIC recommendation)

Social History Reports Completed – 6 (22 last month)

* Total Workload Hqurs Needed – 432.00 (624.50 last month)

** Total-Hours Available 600.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -1.12 juvenile officers are needed.** (0.16 last month)

EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maxium caseload of 45

Total caseload 28

July 2003

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

3 person unit with a maximum caseload of 40

Total Caseload – 49 (42 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 16 (15 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 75 (80 last month)

JUVENILE INTAKE

2 person unit

Total Informal Conferences - 31 (21 last month)

Total Caseload Informal Probation – 58 (45 last month)

Total Intake Screen Reports – 44 (26 last month)

COMMUNITY SERVICE PROGRAM

1 person unit

Total Caseload Adult - 444 (423 last month)

Total Caseload Juvenile - 25 (28 last month)

Total Hours Completed Adult – 2123.00 (\$11,145.75 Symbolic Restitution)

Total Hours Completed Juvenile – 260.00 (\$ 1,365.00 Symbolic Restitution)

Total Worksites Used – 36 (36 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload - 70 (75 last month)

Total Court Supervision/Conditional Discharge Caseload – 337 (325 last month)

JUVENILE DETENTION CENTER 2003												
Out of County	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ages of Minors Detained												
10	0	0	0	0	0	0	0	0				
11	0	0	0	0	0	0	0	0				
12	1	0	0	0	0	2	0	0				
13	1	0	0	0	0	0	1	1				
14	2	1	2	4	7	4	0	0				
15	4	3	2	3	2	6	1	1				
16	6	5	6	7	11	11	2	2				
Sex of Minors Detained												
Male	9	5	8	8	18	18	3	3				
Female	5	4	2	6	4	4	1	1				
Race of Minors Detained												
Caucasian	12	6	10	11	21	21	3	3				
African-American	1	0	0	3	1	0	1	1				
Hispanic	1	3	0	0	0	1	1	0				
Offenses of Which Minor was Detained												
Dispositional Detention	12	3	8	12	18	21	2	2				
Warrant	0	2	1	2	1	0	0	0				
Criminal Damage to Property	0	0	0	0	1	0	0	0				
DOC	0	2	0	0	0	0	1	1				
DOC Warrant	2	0	1	0	0	1	0	0				
Domestic Battery With Bodily Harm	0	1	0	0	0	0	0	0				
Possession of Controlled Substance	0	1	0	0	0	0	0	0				
Possession of Drug Paraphernalia	0	0	0	0	0	0	0	1				
Probation Violation	0	0	0	0	2	2	0	0				
Residence of Minors Detained												
Bureau	0	1	0	0	0	5	1	1				
DeWitt	0	1	1	0	0	1	1	1				
DOC	2	0	1	0	0	1	1	0				
Henderson	0	0	0	1	1	0	0	0				

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Henry	0	0	0	0	1	0	0	0				
Livingston	2	1	1	3	6	5	0	0				
Logan	6	2	5	6	13	7	0	0				
Madison	0	0	0	1	0	0	0	0				
Mason	0	1	0	0	0	0	1	1				
McDonough	0	2	0	0	0	0	0	0				
Rock Island	1	0	2	3	1	1	1	1				
Tazewell	1	0	0	0	0	0	0	0				
Woodford	2	1	0	0	1	2	0	0				
Average Daily Population	3.3	1.8	2.5	2.4	4.6	9.2	2.9					
Average Daily Population:YTD	3.3	2.6	2.5	2.5	2.9	4	3.8					
Number of Days in Detention	102	49	77	71	144	276	91					
Revenue:	9570	4490	7370	5950	13420	27720	9570					

JUVENILE DETENTION CENTER 2003													
McLean County		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ages of Minors Detained													
10		0	0	0	0	0	0	1					
11		0	0	0	1	0	0	0					
12		0	0	0	0	3	0	0					
13		0	1	0	2	5	0	3					
14		6	0	2	2	5	4	1					
15		7	4	8	18	3	3	8					
16		11	2	7	6	5	1	3					
Sex of Minors Detained													
Male		18	4	14	20	15	6	12					
Female		6	3	3	9	6	2	4					
Race of Minors Detained													
Caucasian		6	1	7	20	12	5	13					
African-American		17	6	10	9	9	3	3					
Hispanic		1	0	0	0	0	0	0					
Offenses of Which Minor was Detained													
Dispositional Detention		13	3	6	8	3	2	5					
Warrant		3	0	2	4	3	4	1					
Aggravated Assault		0	0	0	1	0	0	0					
Aggravated Battery		1	0	1	3	2	0	0					
Aggravated Criminal Sexual Abuse		0	0	0	0	1	0	0					
Aggravated Criminal Sexual Assault		0	0	1	0	0	0	0					
Aggravated Domestic Battery		0	0	1	1	0	0	0					
Burglary		0	0	0	0	0	0	1					
Burglary to Motor Vehicle		0	0	0	2	2	0	1					
Court Ordered		0	0	0	2	0	0	0					
Criminal Drug Conspiracy		1	0	0	0	0	0	0					
Delivery of Controlled Substance		0	1	0	0	0	0	0					
DOC		0	1	1	0	1	0	0					
Domestic Battery		0	0	0	2	2	0	2					
Felony Retail Theft		0	0	1	0	0	0	0					
Home Invasion		0	0	0	0	2	0	0					

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Motor Vehicle Theft	0	0	0	0	1	0	0					
Obstructing a Peace Officer	0	0	0	1	0	0	0					
Possession of Marijuana	0	0	1	0	0	0	0					
Request for Apprehension	3	2	3	4	3	2	5					
Residential Burglary	3	0	0	1	1	0	1					
Residence of Minors Detained												
Bloomington	20	7	13	17	14	5	10					
Normal	1	0	4	9	4	2	2					
Carlock	0	0	0	0	0	0	1					
Chenoa	0	0	0	0	0	1	0					
Chicago	1	0	0	1	0	0	0					
Danvers	0	0	0	1	1	0	0					
Downs	2	0	0	0	0	0	0					
Heyworth	0	0	0	0	1	0	1					
Kankakee	0	0	0	1	0	0	0					
Kappa	0	0	0	0	0	0	1					
LeRoy	0	0	0	0	0	0	1					
Saybrook	0	0	0	0	1	0	0					
Average Daily Population	9	8.6	7	12	13.9	8.8	7.4					
Average Daily Population:YTD	9	8.8	8.2	9.2	10.1	9.9	9.5					
Number of Days in Detention	279	240	216	359	431	263	228					
Revenue:	157.22	155.89	65	50	150	50	100					

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF JULY 2003
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
Adoption	21	AD	7	0	8	20	29
Arbitration	363	AR	49	15	49	378	471
Chancery	200	CH	26	0	36	190	351
Dissolution of Marriage	553	D	51	0	46	558	506
Eminent Domain	1	ED	1	0	0	2	5
Family	194	F	33	0	37	190	134
Law => \$50,000 - Jury	265	L	5	0	12	258	277
Law = > \$50,000 - Non-Jury	141	L	7	0	9	139	139
Law = < \$50,000 - Jury	16	LM	0	0	0	16	21
Law = < \$50,000 - Non-Jury	236	LM	58	4	98	200	235
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	9	MH	2	0	5	6	3
Miscellaneous Remedy	153	MR	13	0	14	152	129
Order of Protection	16	OP	12	0	19	9	9
Probate	1,101	P	28	0	24	1,105	1,074
Small Claim	642	SC	237	34	234	679	664
Tax	10	TX	0	0	0	10	12
TOTAL CIVIL	3,921		529	53	591	3,912	4,059

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF JULY 2003
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
CONTEMPT OF COURT	3	C.C.	0	0	0	1	2	3
CRIMINAL FELONY	829	CF	114	114	1	114	830	951
CRIMINAL MISDEMEANOR	1,093	CM	131	131	0	168	1,056	1,107
TOTAL CRIMINAL	1,925		245	245	1	283	1,888	2,061

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF JULY 2003
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
JUVENILE	44	J	0	0	0	6	38	54
JUVENILE ABUSE & NEGLECT	189	JA	8	10	0	9	188	179
JUVENILE DELINQUENT	90	JD	6	6	7	18	85	112
TOTAL JUVENILE	323		14	16	7	33	311	345

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF JULY 2003
 IN THE CIRCUIT COUORT OF THE 11th JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
CONSERVATION VIOLATION	22	CV	11	0	7	26	88
DRIVING UNDER THE INFLUENCE	424	DT	74	0	58	440	435
ORDINANCE VIOLATION	793	OV	137	0	114	816	1,012
TRAFFIC VIOLATION	21,505	TR	3,489	0	3,102	21,892	16,922
TOTALS:	22,744		3,711	0	3,281	23,174	18,457

REPORT NO. E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF JULY 2003
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

[illegible]

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY INFORMATION OBTAINED FROM ANY COMPUTER GENERATED DATA.

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
DURING THE MONTH OF JULY 2003
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

NOT CONVICTED								CONVICTED			TOTAL DEFENDANTS DISPOSED OF
FILE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL		
					BENCH TRIAL	JURY TRIAL					
4	0	16	1	0	0	2	71	0	0	114	

NECESSARILY DIFFERENT DEFENDANTS
 JUDGES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT
 AR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

	NOT CONVICTED						CONVICTED			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
29	0	34	0	0	0	2	93	1	3	162
19	0	19	0	*2	2	2	73	1	2	120
11	0	13	0	0	0	1	65	0	0	90
28	0	19	0	1*	2	1	87	0	2	140
16	0	21	0	0	0	1	63	1	2	104
16	0	8	1	0	1	0	55	5	2	88
24	0	16	1	0	0	2	71	0	0	114
L 143	0	130	2	3	5	9	507	8	11	818

NECESSARILY DIFFERENT DEFENDANTS
 INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY
 ROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

UILTY BY DIRECTED VERDICT

REPORT G
SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
DURING THE MONTH OF JULY 2003
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 71
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	0	4	6	10	11	31
4. PROBATION	0	0	3	4	13	19	39
5. OTHER	0	0	0	0	0	1	1
TOTALS:	0	0	7	10	23	31	71

* Conditional Discharge

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF JULY 2003
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	0	1
FAMILY (OP)	9	1	1
CRIMINAL	0	1	3
TOTAL:	10	2	5



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

August 21, 2003

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff David Owens
SUBJ: SEPTEMBER 8th, 2003 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following item be placed on the September 8th, 2003 Justice Committee Agenda for information only.

Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).

If you have any questions, prior to the meeting, please feel free to contact me.

Sincerely,

David Owens
Sheriff

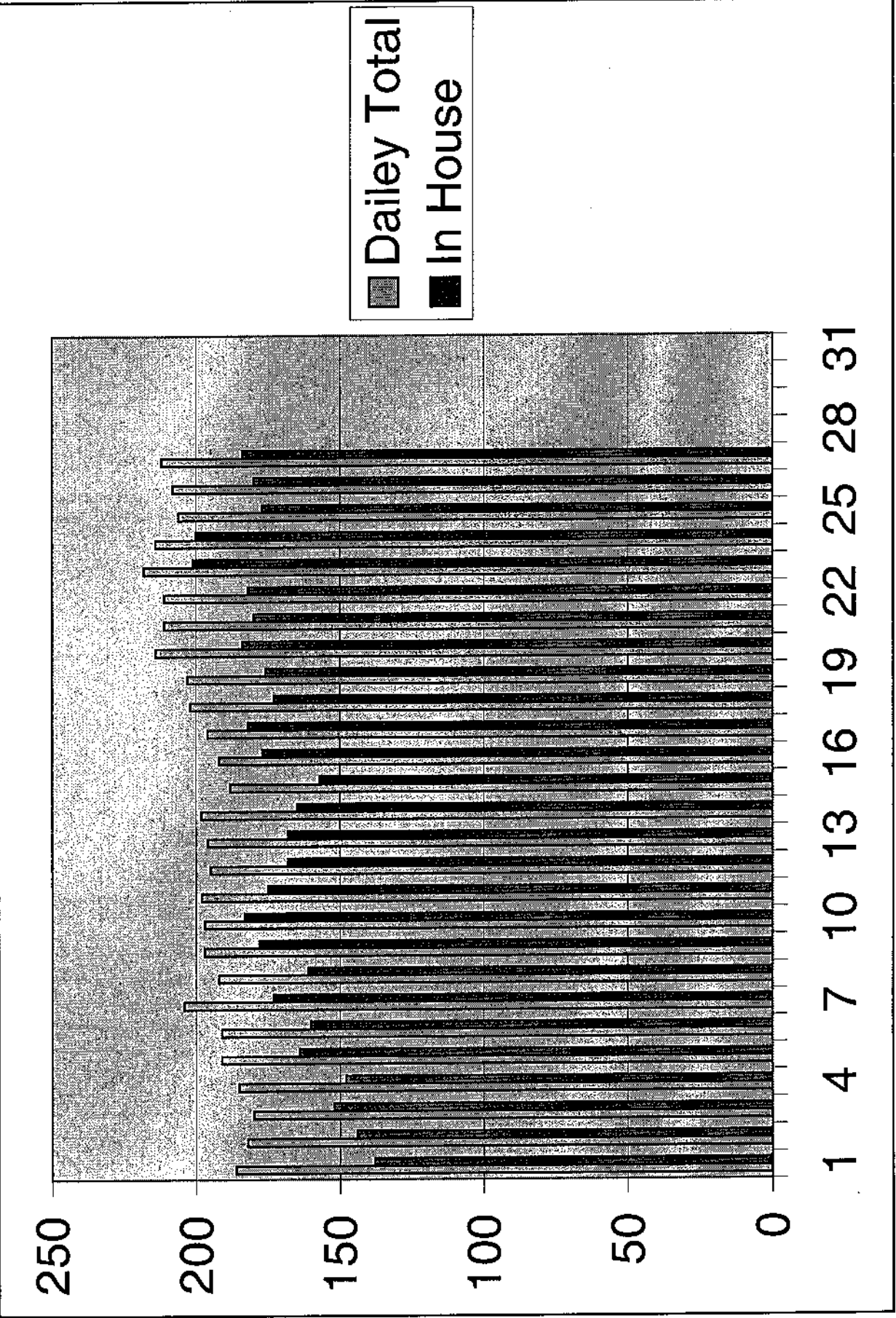
DO:jc

MCDF
POPULATION REPORT
August
2003

Date	Dailey Total	In House	Male	Female	Sp Needs	Str Sentence	Work Release	Weekends	Other Fac
1	186	138	160	26	13	26	8	19	0
2	182	144	162	20	13	30	8	20	0
3	180	152	161	19	12	30	8	19	0
4	185	148	167	18	16	30	8	20	0
5	191	164	172	19	15	28	8	23	0
6	191	160	173	18	15	29	9	23	0
7	204	173	185	19	24	31	10	21	0
8	192	161	175	17	15	32	10	23	0
9	197	178	178	19	20	35	10	26	0
10	197	183	176	21	21	30	10	25	0
11	198	175	179	19	21	30	10	24	0
12	195	168	175	20	15	31	10	24	0
13	196	168	176	20	16	32	8	25	0
14	198	165	176	22	16	31	8	24	0
15	188	157	170	18	17	32	7	24	0
16	192	177	172	20	13	35	8	24	0
17	196	182	176	20	15	34	8	24	0
18	202	173	183	19	13	35	8	23	0
19	203	176	187	16	12	44	10	25	0
20	214	184	195	19	17	42	10	23	0
21	211	180	194	17	21	40	10	23	0
22	211	182	194	17	22	40	10	24	0
23	218	201	195	23	22	40	10	26	0
24	214	200	193	21	23	40	9	24	0
25	206	177	186	20	14	37	9	24	0
26	208	180	187	21	13	38	11	25	0
27	212	184	187	25	14	35	10	25	0
28									
29									
30									
31									
Total	5367	4630	4834	533	448	917	245	630	0
Average for August 2003	198.8	171.5	179.0	19.7	16.6	34.0	9.1	23.3	0.0

MCDF Average Population
Six Month Comparison

Month	March 2003	April 2003	May 2003	June 2003	July 2003	August 2003	Average
Daily Total	208.65	228.21	208.50	202.07	178.19	198.80	204.07
In House	191.84	200.93	186.80	113.71	70.16	171.50	155.82
Male	176.35	192.96	178.30	173.71	153.58	179.00	175.65
Female	32.29	35.25	30.10	28.36	24.61	19.70	28.38
Special Needs	17.94	20.25	17.30	16.37	7.52	16.60	16.00
Straight Sentence	48.10	61.21	50.80	44.11	26.13	34.00	44.06
Work Release	5.74	4.57	8.50	9.84	6.71	9.10	7.41
Weekenders	22.84	21.57	21.80	19.95	17.71	23.30	21.2
Other Facilities	00.00	8.86	2.10	58.25	59.23	00.00	21.41



**Office of the Coroner
McLean County
JULY 2003 REPORT**

	JULY 2003	JULY 2002	TYTD 2003	LYTD 2002
<i>Cases</i>	73	68	465	446
<i>Autopsies</i>	14	12	64	68
<i>Out/County Autopsies</i>	28	11	131	71
<i>Inquests</i>	9	7	34	40

TOTAL DEPOSITS

	BUDGET	ACTUAL
<i>Copy Fees</i>	\$6,000.00	\$4648.00
<i>Morgue Fees</i>	\$18,750.00	\$20,532.88
<i>Reim/Services</i>	\$500.00	\$25.94
<i>Paid to Facilities Mgt.</i>	\$0	\$5620.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 5

Medical/Sudden death – 5

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 4

OPEN DEATH INVESTIGATIONS

Traffic Crash – 9

Homicide – 1

Medical/Sudden death – 5

Other/Pending - 9

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Standard

Contract # 0513549014

Department of Human Rights # _____

- A. 1. **THIS CONTRACT** is entered into between the Illinois Department of Children and Family Services, hereinafter referred to as the "Department," and MCLEAN COUNTY State's Attorney (Certified Name),

McLean County of (DCFS name)

hereinafter referred to as "Contractor,"

Principal address at: 104 W. Front Street, Bloomington, IL 61701-5005

Mailing address at: 104 W. FRONT STREET, BLOOMINGTON, IL 61701-5005

COPY

2. Under this Contract, notice to the Department shall be sent to 406 East Monroe, Springfield, Illinois 62701, Attention: Director. Notice to the Contractor shall be sent to the principal address.
3. For any address change, the Contractor will give written notice of any change(s) of its principal office/ mailing address(es) at least 30 days in advance of the change.
4. Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 45 days in advance, and such changes may require new contracts to be written.

B. Federal Taxpayer Identification Number (FEIN) 37-6001569 OR Social Security Number _____

C. Legal Status (check only one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship (must use SSN) | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Foreign Corp Ptnrship, Trust or Estate |
| <input type="checkbox"/> Tax Exempt Hospital/Ext Care Facility | <input type="checkbox"/> Other (indicate type below): |
| <input type="checkbox"/> Corporation - Medical/Hlth Care | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Corporation - NO Medical/Hlth Care | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Limited Liability Corporation | |

Taxpayer Certification:

Under penalties of perjury, the person signing this Contract on behalf of the Contractor personally certifies that the name, taxpayer identification number and legal status listed above are correct.

D. Contractor Fiscal Year
From 1-1-03 to 12-31-03

E. Contract Term
This Contract shall be effective on 7/1/2003 and shall expire on 6/30/2004

F. Contract Amount
The amount payable for services provided according to the conditions of the Description of Service is estimated or ☒ a maximum of \$45,000.00
(If multiyear contract, see attached "Multiyear Schedule.")

G. Payment (choose either 1a or 1b to describe payment)

- 1a. \$ _____ The Department will pay the Contractor per _____ day, _____ hour, _____ week, _____ month, _____ quarter or _____ other unit (specify) _____
- ☒ 1b. The Department will pay per the payment rates listed on the attached "Rate Schedule."

RATE SCHEDULE

Rate Count	Pay Freq	Service Narrative	Begin Date	End Date	Type Serv	Rate Amount
01	MO	MISCELLANEOUS/EXTENDED SERVICE	7/1/2003	6/30/2004	5045	\$3,750.00

G. Payment (cont)

2. For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.
3. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
5. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

H. Services

1. The Contractor agrees to deliver services to the Department as stipulated in the "Description of Services" or "Program Plan."
2. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.

I. Subcontracts and Contract Reassignment

1. This contract or any part thereof, shall not be subcontracted, assigned or delegated without a signed subcontract on file with the Contractor. At its option, the Contractor may use the Subcontract Agreement Form (IL 418-968-10) for service subcontracts.
2. Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall be subject to all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.
3. The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that any actual attempted sale, assignment or transfer without prior written approval of the Department shall render this Contract immediately null and void.

J. Governing Law

This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related federal laws and regulations. The Contractor agrees to timely compliance with all local, state and federal laws, regulations, and standards.

K. Confidentiality

1. Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
2. The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

L. Liability

The Department assumes no liability for actions of the Contractor or the Contractor's employees or subcontractors under this Contract. Contractor agrees to hold the Department harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees arising from the acts or omissions of the Contractor and/or its employees and/or subcontractors or from any violation of any of the state and federal laws and regulations, with which the Contractor has certified it is in compliance.

M. Ownership and Use of Certain Data, Information and Work Product

1. Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.
2. Materials created under this Contract by the Contractor, its employees, or subcontractors, individually or jointly with others, shall be considered "work made for hire" as defined by the U.S. Copyright Act.
3. Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
4. The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
5. The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
6. The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
7. Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.

N. Record Keeping and Monitoring/Right to Audit Records

1. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-65, the Contractor agrees to the following:
 - a) The Contractor and all subcontractors shall maintain books and records necessary to support amounts charged to the Department under this Contract, or all of the subcontracts under this Contract. The books and records shall be maintained by the Contractor and all subcontractors for a period of three (3) years from the date of final payment under this Contract or the completion of this Contract or subcontract, whichever is later. However, the three (3) year period shall be extended for the duration of any audit in progress at the time of that period's expiration.
 - b) All books and records maintained per subsection 1a) of this Section shall be available for review and audit by the Auditor General and the Department. The Contractor and all of the Contractor's subcontractors under this Contract shall cooperate fully with any audit.
 - c) Failure of the Contractor or any of the Contractor's subcontractors under this Contract to maintain the books and records required by subsection 1a) of this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department for which required books and records are not available.
2. Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
3. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
4. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles
5. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.

The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.

O. Good Standing

The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.

P. Office of the Inspector General

1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.

P. Office of the Inspector General (cont)

2. In cooperation with the OIG, the Contractor agrees to the following:

- a) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
- b) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
- c) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
- d) To allow and encourage employees to speak to the OIG regarding pending investigations.

Q. Legal Ability to Contract

1. Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
- b) Contractor is not in default on an educational loan (Section 3 of the Educational Loan Default Act, (5 ILCS 385/3).
- c) Contractor has informed the director of the Department in writing if contractor was formerly employed by the Department and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).
- d) Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- e) No Contractor convicted of a felony shall do business with the State of Illinois from the date of conviction until five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- f) Contractor is not barred from being awarded a contract because the Contractor is delinquent in the payment of any debt to the State, unless Contractor has entered into a deferred payment plan to pay off the debt, and Contractor acknowledges the contracting state agency may declare the contract void if the certification is false (30 ILCS 500/50-11, effective July 1, 2002.)
- g) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500-50-25).
- h) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

- i) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerers, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- j) Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals and to entities with twenty-five (25) or more employees (30 ILCS 580).
- k) Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (30 ILCS 582).
- l) Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- m) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having written sexual harassment policies (775 ILCS 5/2-105).
- n) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- o) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- p) The Contractor or bidder certifies that it is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor is determined to be delinquent in the payment of any debt during the term of the contract.
- q) No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- r) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract grant, loan or cooperative agreement.
- s) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely,

federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- t) If there are any indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- u) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- v) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2. Conflicts of Interest

a) Contractor has disclosed and agrees it is under a continuing obligation to disclose to the agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit contractor from having or continuing the contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (30 ILCS 105/8.40). Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the contractor's obligation under this contract. Contractor shall not employ any person with a conflict to perform under this contract. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code.

b) An exemption is necessary if the person intending to contract with the State, their spouse or minor child:

- Holds an elective office in Illinois;
- Holds a seat in the Illinois General Assembly;
- Is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
- Holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority).
- The contract is with a firm, partnership, association or corporation in which a person receives more than 7 1/2% of the total distributable income or an amount in excess of the salary of the Governor.
- The contract is with a firm, partnership, association or corporation in which a person, together with his/her spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor from the firm, partnership, association or corporation.

AA. Subcontracts

1. The Contractor shall ensure that the Subcontractor certifies in writing that all services to be provided by the subcontractor shall comply with all Department rules, regulations, procedures and policy guides.
2. To the extent that the contractor chooses a subcontractor that provides the same or similar service to the Department, the subcontract shall include a clause that states the subcontractor is not charging the contracting agency more per unit of service than it charges the Department for the same service.
3. All subcontracts shall be submitted to the Department for amendment into this contract.
4. All subcontracts shall list the name and addresses of all subcontractors.
5. All subcontracts shall identify the services and deliverables to be provided by the subcontractor.

This page intentionally
left blank.

THE DEPARTMENT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

I. Termination

- A. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
- B. This Contract is breached by the Contractor if it fails to perform any material act mandated by this Contract; and, at that time, the Department may terminate this Contract immediately upon notice.
- C. Termination of this contract shall be effective upon the date notice is made. Notice of contract termination shall be made via CERTIFIED MAIL.
- D. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-60 (b), this Contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of this Contract.

II. Severability

In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.

III. Authority to Execute and Bind

The person signing this Contract on behalf of the Contractor acknowledges that he/she has read and understands the terms herein and warrants that he/she has full power and authority to execute this Contract and bind the Contractor. If the Contractor is a corporation, the individual hereby warrants he/she has been granted such authority by resolution of the corporation's Board of Directors.

This Contract and the attachments herein contain all the terms and conditions agreed to by the parties. No other agreement regarding the subject matter of this Contract shall vary unless agreed to in writing and signed by all parties, with the exception that contract rates may be adjusted by written notification based on Department Rule 356, Rate Setting or applicable rate setting rules of other state agencies. This Contract shall not be binding and enforceable unless signed by all parties, including the Director of the Department.

IL DEPARTMENT OF CHILDREN & FAMILY SERVICES

Regional Administrator, Date
Deputy Director, Executive Staff

DCFS Director Date

If the amount of this Contract is in the amount of \$250,000 or more in a fiscal year, or order against a master contract in the amount of \$250,000 or more in a fiscal year, this Contract shall not be binding and enforceable until it is also approved and signed in writing by the Chief Legal Counsel and Chief Fiscal Officer of the Department in accordance with 30 ILCS 105/9.02.

The following signatures approve the expenditures identified within the attached Contract:

DCFS Chief Legal Officer Date

DCFS Chief Fiscal Officer Date

CONTRACTOR

Contractor Authorized signature Date

Name (please print)

Title (please print)

104 W. Front Street, Bloomington, IL 61701-5005 Address

309/888-5400 ()
Telephone # Fax #

Attachments:

___ Budget ___ Exhibit C
___ Exhibit E
___ Other _____

___ Day Care Supplmnt C ___ Day Care Supplmnt D
___ Day Care Supplmnt E ___ Day Care Supplmnt F
___ Site Administered Day Care Program Plan
___ Child Rate Exception Form

ATTEST:

Peggy Ann Milton, Clerk of the
McLean County Board

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE STATE OF ILLINOIS
AND
MCLEAN COUNTY, ILLINOIS**

The Department of Children and Family Services of the State of Illinois ("DCFS") and McLean County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

A. SERVICES

1. The County shall hire and provide to DCFS an Assistant State's Attorney whose services shall be dedicated exclusively to the needs associated with child abuse matters arising in McLean County. Such services shall be varied and include, but not be limited to, the following:
 - a. The prosecution of cases related to child abuse and all such usual and customary duties associated with or required relative to such cases. The prosecution services shall be of a limited nature and considered as only a component of the services contemplated herein.
 - b. Consultation with DCFS agents or employees relative to pending investigations and ongoing cases.
 - c. Provide guidance, counsel and, as necessary, legal training services to case workers or other representatives of DCFS, the Court Appointed Special Advocate ("CASA"), the Children's Advocacy Center of McLean County, and such other provider agencies or community constituencies as needed.
 - d. Such other services as reasonably related to child abuse matters or issues.

B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

1. The County and DCFS acknowledges that this Agreement is to permit the County to provided an additional full time employee or independent contractor ("the Attorney") to serve under the direction and supervision of McLean County State's Attorney ("SA") for the purposes specified in Section A hereinabove.
2. The Attorney shall be licensed to practice law in the State of Illinois, and the State's Attorney shall provide so certify in writing to DCFS general counsel. The services provided by the Attorney shall be in addition to those ordinarily provided by the State's Attorney's Office.

C. TERMS AND PAYMENTS

1. The term of this Agreement is from July 1, 2003 through June 30, 2004 unless terminated prior thereto in accordance with the terms of this Agreement.

(A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 45,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,750.00, each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used for salary or contractual wage payments for the Attorney; and that none of said monies will be used to provide employee benefits of any type including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) The Attorney shall be located, and an office provided for, at the Child Advocacy Center. All office equipment and supplies, including a computer, telephone costs, facsimile charges, as well as secretarial and staff support, shall likewise be provided by and the responsibility of the Child Advocacy Center.

(D) All expenses related to the prosecution of cases including, but not limited to, filing fees, service fees, publication costs, subpoena charges, witness fees, exhibit preparation fees, and court reporter charges shall be the responsibility of the County. In addition, the County shall provide clerical support for any court related documents or correspondence.

(E) DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

(F) County represents that its Federal Tax Identification number is 37-6001569.

D. LEGAL SERVICES

1. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.
2. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. The SA, however, shall from time to time consult with CASA relative to the Attorney's duties and responsibilities. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.
3. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.
4. The Case assignment and any guidance thereto given to the Attorney performing services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.
5. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.
6. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

E. SELECTION OF PERSONNEL

1. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney.

2. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

3. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

4. Excluding monies provided by DCFS for the salary of the attorney, all terms of employment and/or contract between County and each attorney contemplated herein shall be solely bargained for, and provided by, County.

F. REPORTING REQUIREMENTS

1. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court; the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

2. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

G. APPEALS

1. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

H. OWNERSHIP OF FILE MATERIALS

1. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph H shall survive the termination of this Agreement.

I. TERMINATION

1. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph C.1 herein.
2. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.
3. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

J. GENERAL PROVISIONS

1. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.

2. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.

3. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.

4. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

5. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms, conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this 15 day of August, 2003.

MCLEAN COUNTY STATE'S ATTORNEY

BY: _____

William Yoder
State's Attorney of
McLean County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from McLean County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

(Signature)

(Print Name)

William A. Yoder
104 W. Front St. Rm 605
Street Address

348-38-8518
(Social Security Number)

State's Attorney
Title

Bloomington IL 61701
City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: _____

Elizabeth F. Yore, General Counsel

Date

By: _____

Bryan Samuels, Director

Date

APPROVED:

ATTEST:

Michael F. Sweeney, Chairman
McLean County Board

Peggy Ann Milton, Clerk of the Board
the McLean County Board

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, State's Attorney's Office 0020**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the State's Attorney's Office, Department 0020; and,

WHEREAS, the State's Attorney's Office has been awarded grant funds from the Illinois Department of Children and Family Services and the McLean County Child Protection Network in the total amount of \$60,000.00 pay for the salary and health benefits for an Assistant State's Attorney III to work for the Children's Advocacy Center to provide legal services to victims of child abuse; and,

WHEREAS, the Justice Committee, at its meeting on Tuesday, September 8, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain reimbursements to operate said program for the remainder of Fiscal Year 2003; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
DCFS Child Abuse Attorney 0001-0020-0019-XXXX.XXXX	\$ 00.00	\$10,111.00	\$10,111.00
CPN Child Abuse Attorney 0001-0020-0019-XXXX.XXXX	\$ 00.00	\$ 4,017.00	\$ 4,017.00
TOTAL:		\$14,128.00	

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020, the following expenditures:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Full-time Employee Salaries 0001-0020-0019-0503.0001	\$1,383,890.00	\$13,481.00	\$1,397,391.00
Employee Medical/Life Insur. 0001-0020-0020-0628.0001	\$ 80,963.00	\$ 647.00	\$ 81,610.00

TOTAL:

\$14,128.00

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

ADOPTED by the County Board of McLean County this 16th day of September, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

EA_STATTY_dclsgrant.sept03
9/03/2003

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

August 29, 2003

STATE'S ATTORNEY:

Beginning Balance 01/01/2003	\$ -49,196.06
(Reflects \$80,000 transfer to General Fund 12/31/02)	
Revenue	<u>3,211.24</u>
Total Funds Available	\$ -45,984.82
Expenditures	<u>1,328.66</u>
Fund Balance 08/29/03	\$ -47,313.48

SHERIFF:

Beginning Balance 01/01/2003	\$ 45,759.23
Revenue	<u>7,293.60</u>
Total Funds Available	\$ 53,052.83
Expenditures	<u>2,544.00</u>
Fund Balance 08/29/03	\$ 50,508.83

TOTAL FUND BALANCE-	August 29, 2003	\$ 3,195.35
---------------------	-----------------	-------------

08/29/2003

McLean County State's Attorney's Office 2003 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2003 YTD 2002 YTD Total Projected 2003

CRIMINAL

Felony	105	74	143	92	92	99	104	122					831	998	1,539	1,263
Misdemeanor	150	138	167	146	208	212	126	253					1400	1534	2,355	2,129
Asset Forfeiture	6	12	3	3	15	0	0	0					39	69	98	59
Family Totals	34	56	53	38	39	39	42	61					362	276	425	550
Family	18	45	40	21	19	24	30	44					241	149	248	365
Order of Protection	16	11	13	17	20	15	12	17					121	127	177	184
Juvenile Totals	19	20	18	11	21	13	13	16					131	183	268	199
Juvenile	2	1	0	2	0	1	0	0					6	14	21	9
Juvenile Abuse	4	8	9	6	9	9	7	7					59	56	86	89
Juvenile Delinquency	13	11	9	3	12	3	6	9					66	113	161	100
Traffic Totals	1,957	2,509	3,027	2,298	2,154	3,260	2,412	2,629					20,201	20,104	29,629	30,722
Traffic	1,904	2,460	2,946	2,243	2,097	3,166	2,342	2,566					19,679	19,551	28,746	29,928
DUI Traffic	53	49	81	55	57	94	70	63					522	554	883	793

CHILD SUPPORT

Paternity cases filed	6	5	16	3	7	14	10	17					78	40	70	118
Paternity cases established	4	6	8	3	5	2	7	6					41	34	55	62
Paternities excluded	0	0	0	0	1	0	1	0					2	8	10	3
Support Orders entered	51	50	42	30	51	21	34	32					311	238	370	472
Modification proceedings filed	8	18	14	40	23	17	13	12					145	172	304	220
Modification proceedings adjudicated	28	26	16	5	15	12	12	26					140	112	184	212
Enforcement actions filed	16	24	44	43	25	22	24	46					244	214	391	371
Enforcement actions adjudicated	27	32	36	34	48	21	60	76					334	417	648	507
Hearings set before Hearing Officer	81	77	66	37	100	64	72	67					564	400	611	857
Orders prepared by Hearing Officer	54	52	54	29	86	54	63	64					456	258	432	693

2003 Projected = (2003 YTD/Day of Year) x 365 Days

n/c= not calculable



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval of
Work Order 12
(Professional Services Agreement)**

August 27, 2003

To the Honorable Members of the McLean County Justice Committee and the McLean County Board:

Please find attached an agreement for professional services with Northrop Grumman, formerly TRW. This would be Work Order #12 of our Integrated Justice project. Sufficient monies for the costs anticipated with this work order remain in the Fiscal Year 2003 Budget allocated for Integrated Justice.

Work Order #12 provides a vehicle by which to pay the Northrop Grumman project leader, Todd Thompson. Mr. Thompson has agreed to assist the County in the configuration of the Integrated Justice system as it relates to handling funds in the Sheriff's office. Assistance may also be required of other members of the Northrop Grumman which are noted in the attachments.

The belief is that when properly configured, the system will be able to use the Integrated Justice system to handle funds which are currently maintained by the jail in an alternative system. The transfer of these procedures to within the Integrated system provides for better accounting services and addresses the issues raised by the external auditor.

The movement of these functions to the integrated justice system is outlined in the response which the Sheriff provided to the McLean County Finance Committee regarding the external auditor's issues.

I respectfully request the approval of Work Order #12 and welcome any questions you may have.

Craig Nelson
Director
McLean County Information Systems

AGREEMENT NUMBER: _____

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS, INC.
AND
MCLEAN COUNTY, ILLINOIS**

This Agreement, effective upon signature by both parties, is entered into by and between Northrop Grumman Space and Mission Systems Inc., a corporation organized under the laws of the State of Delaware and having a location at 410 17th Street, Suite 1500, Denver, Colorado 80202 (hereinafter referred to as "Northrop Grumman") and the McLean County, Illinois, having offices at 104 W. Front Street, RM 701, Bloomington, IL 61702 (hereinafter known as "County"). The contents of this Agreement establish the conditions under which professional services shall be furnished to the County by Northrop Grumman.

1. THE SERVICES

Northrop Grumman shall render to the County professional services and advice of such nature, for such purposes, and at such times as are mutually agreed upon by the parties hereto. All such services shall be rendered at the County or at such other place(s) as may be determined by Northrop Grumman and with the consent of the County. Services shall be as described in individual Work Orders issued hereunder for each assignment.

Northrop Grumman will respond to County requests for service within 2 hours of initial call for service during normal business hours (0800-1700 central) and by next business day if after hours, weekend, or holiday. Reasonable attempts will be made to accommodate urgent requests. Response may be a call back by a technical support representative and/or an on-site visit.

2. TERM

The professional services hereunder shall be performed, when required by the County, during the period of _____ through _____. However, it is understood and agreed that this Agreement, and the professional services provided hereunder, may be terminated at will at any time prior to the completion of said term.

COMPENSATION AND REIMBURSEMENT

A. The County shall be liable to Northrop Grumman for professional services rendered, including Administration Support services (2 hours per invoice period). Northrop Grumman will invoice on a time and materials basis in accordance with rates specified in Attachment A hereto, Rate Schedule, for time actually expended by Northrop Grumman during the period in performance of services under this Agreement. Northrop Grumman will invoice in accordance with section B below. If the County's authorized representative requests in writing that Northrop Grumman travel in fulfillment of this Agreement or incur other expenses, the County shall reimburse the Northrop Grumman for such costs, based on Northrop Grumman's documented actual expenditures or as specifically stated in the Work Order. Reimbursement for air or rail travel is limited to coach accommodations. Travel expenses should be in accordance with rates found in the Joint Travel Regulations, which may be located on the internet at www.dtic.mil/perdiem/pdrform.html. Local travel doesn't apply and will not be reimbursed.

B. Northrop Grumman shall invoice monthly for actual services performed, including an Administration Support services (2 hours per invoice period). Invoices shall be submitted on Northrop Grumman's letterhead specifying: (i) the Northrop Grumman Program Manager; (ii) the order number and dates covered in this invoice; (iii) a brief description of specific Services performed, work products/deliverables, i.e., reports, briefings, presentations, etc, and to whom delivered; and (iv) details and support documentation of actual travel and other reimbursable expenses. Submission of invoice shall constitute a certification that the Northrop Grumman has complied with the terms and conditions of this Agreement, the specific Work Order under which the invoice is submitted, and certification of compliance with all laws, regulations, and the County policies referenced herein. Invoices shall be paid to Northrop Grumman within thirty (30) days from the County's receipt of properly completed invoice.

C. Northrop Grumman shall be solely responsible for reporting and paying all federal, state, and local taxes arising from the performance of this Agreement, including but not limited to: (a) federal and state income taxes; (b) federal self-employment taxes; and (c) state and local business taxes. Northrop Grumman shall indemnify and hold the County harmless from any assessments plus penalties paid by the County to federal, state, or local tax authorities resulting from Northrop Grumman's failure to pay such tax/withholdings.

4. INDEPENDENT NORTHROP GRUMMAN RELATIONSHIP

A. In the performance of such Services, Northrop Grumman's relationship to the County is that of an independent contractor and nothing herein shall be construed as creating any other relationship.

B. Northrop Grumman is generally free to perform the services in any manner desired, subject to satisfactory completion of the task. The County reserves the right to require

compliance with specific guidelines in order to assure that the product complies with the requirements of the County.

C. This Agreement is non-exclusive on the part of Northrop Grumman. Northrop Grumman is free to provide services to other parties as long as activities do not interfere with the Northrop Grumman's satisfactory and timely completion of the contracted task.

5. HIRING OF EMPLOYEES

During the term of this Agreement, and for the period of twelve (12) months thereafter, Northrop Grumman shall not directly recruit or solicit for employment, any technical or professional employee of the County's related to this Agreement without the prior written approval of the County.

6. PROPRIETARY RIGHTS IN CUSTOM SOFTWARE

A. Any CUSTOM SOFTWARE developed and delivered by Northrop Grumman shall be deemed a "work made for hire" under the copyright laws of the United States and Northrop Grumman agrees to execute any documents necessary to vest full title and ownership of such CUSTOM SOFTWARE with the County.

B. Northrop Grumman reserves unrestricted rights including a royalty-free license in perpetuity in any ideas, concepts, techniques and methodologies developed or formulated during performance hereunder.

C. The County grants to Northrop Grumman an exclusive, unrestricted, royalty-free, world-wide license in perpetuity to possess, use in any manner, reproduce, and market and re-license CUSTOM SOFTWARE to third parties, whether for a fee or not, solely as determined by Northrop Grumman with no right of accounting to Customer.

7. LIMITATIONS ON USE OF DATA AND INFORMATION

A. During the term of this Agreement it may be necessary for the County to transfer to Northrop Grumman information of a proprietary nature. Proprietary information will be clearly identified in writing by the County at the time of disclosure. Oral disclosure, when necessary, shall be clearly identified as proprietary at the time of the disclosure and shall be reduced to writing within thirty (30) days.

B. Northrop Grumman agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the efforts identified herein.

C. Northrop Grumman shall not make any reproduction, disclosure, or use of such proprietary information except as follows:

- (1) Such data furnished by the County may be used by Northrop Grumman in performing its obligations under this Agreement.
- (2) Such data may be used in accordance with any written authorization received from the County.

D. The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and Northrop Grumman shall not be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

- (1) If the information has been developed independently by the party receiving it, or has been lawfully received from other sources, including the Client, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
- (2) If the information is published by the party furnishing it or is disclosed by the party furnishing it to others, including the Client, without restriction, or it has been lawfully obtained by the party receiving it from other sources, including the Client, or such information otherwise comes within the public knowledge or becomes generally known to the public.
- (3) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the County, after the issuance of said patent, the limitations on such proprietary information as is disclosed in the patent shall be only that afforded by the United States Patent Laws.

E. Neither the execution and delivery of this Agreement, or the furnishing of any proprietary information by either party shall be construed as granting to Northrop Grumman either expressly, by implication, estoppels, or otherwise, any license under any invention or patent, hereafter owned or controlled by the County.

F. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this paragraph shall continue for a period of two (2) years from the expiration or other termination of this Agreement.

8. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

A. In performing work under this Agreement, Northrop Grumman agrees to comply with provisions of the County policies relating to standards of conduct and to ethical business practices.

B. In performing work under this Agreement, Northrop Grumman agrees to comply with applicable laws and regulations, and not make improper payments or engage in unlawful conduct. Northrop Grumman further agrees that the services to be performed under this

Agreement shall not result in conflict of interest prohibited by the laws of the United States or other jurisdictions. The Agreement shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder improper payments are made, unlawful conduct is engaged in, or any part or remuneration payable under the Agreement is used for an illegal purpose. Additionally, no remuneration shall be payable if such payment is prohibited by any law, regulation, or decision of any applicable government or agency thereof.

9. **LIQUIDATED DAMAGES**

In no event shall Northrop Grumman be liable for liquidated damages of any kind whatsoever.

10. **DISPUTES**

The parties to this Agreement shall exercise their best efforts to settle all disputes arising from this Agreement. If consensus cannot be reached, the parties shall be free to exercise any legal or equitable remedies, which may be available under this Agreement and the law applicable thereto. Notwithstanding the foregoing, Northrop Grumman shall proceed diligently with the performance of this Agreement, pending final decision of a dispute hereunder.

11. **INDEMNITY**

Northrop Grumman shall indemnify and hold harmless the County from and against all claims arising in favor of any person, firm or corporation on account of personal injury or property damage in any way resulting from the acts of Northrop Grumman, its employees or agents.

12. **INSURANCE**

Northrop Grumman shall procure and maintain the following types of insurance and coverage during the term of this Agreement:

TYPE OF INSURANCE

(a) Workmen's Compensation

MINIMUM AMOUNT

Statutory limits in accordance with the requirements of the applicable laws of the jurisdiction (State or Commonwealth) in which work is to be performed.

TYPE OF INSURANCE

(b) Employer's Liability
Bodily Injury By Accident

MINIMUM AMOUNT

\$100,000 Each Accident

Bodily Injury By Disease	\$100,000	Policy Limit
Bodily Injury By Disease	\$100,000	Each Employee
(c) Commercial General Liability, include coverage for Contractual liability, coverage for the use of independent products and completed operations.	\$1,000,000	Bodily Injury and Property Damage CSL Per Occurrence
	\$1,000,000	Bodily Injury and Property Damage CSL Gen. Aggregate
(d) Automobile Liability, including coverage for owned, hired, leased, rented, and non-owned vehicles.	\$1,000,000	Bodily Injury and Property Damage CSL Per Accident

All insurance evidenced by this Agreement shall be with insurers licensed to do business in the state(s) where the service is being performed. If any work provided for or to be performed under this Agreement is subcontracted by Northrop Grumman, Northrop Grumman shall require the subcontractor(s) to maintain insurance equivalent to that which is provided.

Northrop Grumman shall promptly furnish, if requested by the County, certificates or insurance providing proof of the foregoing insurance. Northrop Grumman shall notify in writing at least thirty (30) calendar days prior to cancellation of, or any material change of such coverage.

13. ASSIGNMENT

This Agreement contemplates the performance of professional services by Northrop Grumman and is not assignable. Northrop Grumman shall not subcontract any of the Services without the prior written consent of the County.

14. HEADINGS/ATTACHMENTS

- A. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions.
- B. Attachments are an integrated part of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

16. ENTIRE AGREEMENT

This Professional Services Agreement is the entire Agreement between the parties hereto which supersedes any prior oral or written Agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement.

THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY AFTER EXECUTION BY THE COUNTY AND NORTHROP GRUMMAN IN THE PLACE PROVIDED BELOW.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

MCLEAN COUNTY, ILLINOIS

**NORTHROP GRUMMAN SPACE AND
MISSION SYSTEMS INC.**

Signature

Signature

Printed Name

Printed Name

Date

Date

ATTACHMENT A

2003 RATE SCHEDULE (Effective 01- JAN-2003 – 01-JAN-2004)

PERSONNEL ASSIGNMENTS

<i>Employees</i>	<i>POSITION DESCRIPTION</i>	<i>RATE PER HOUR</i>	<i>PERIOD OF PERFORMANCE</i>
		\$	
Darin Dillard	Sr. Applications Architect	\$ 160	01- JAN-2003 – 01-JAN-2004
Sandra Scherrman	Sr. Applications Specialist	\$ 130	01- JAN-2003 – 01-JAN-2004
Earl Culpepper	DB Administrator	\$ 135	01- JAN-2003 – 01-JAN-2004
Todd Thompson	Project Manager	\$ 160	01- JAN-2003 – 01-JAN-2004
Bruce Whitt	Administration Support	\$ 90	01- JAN-2003 – 01-JAN-2004
Todd Thompson	Trainer	\$ 160	01- JAN-2003 – 01-JAN-2004

Changes and/or additions to personnel assignments will be made in writing.

ATTACHMENT B WORK ORDER

(Draft only, to be Reviewed)

I. DESCRIPTION OF SERVICES:

To provided McLean County with Consulting services to review the E*Justice application Cash Management functionality pertaining to the McLean County Detention Facility.

II. THE COUNTY COORDINATOR:

Director of Information Services
Mr. Craig Nelson
Law & Justice Center
104 W. Front St. Rm 701
Bloomington, IL 61702

III. TERM OF WORK ORDER:

To be defined

IV. KEY PERSONNEL:

Project Manager – Todd Thompson
Sandra Scherrman – Application Specialists - Cash

V. LIST OF WORK PRODUCTS/DELIVERABLES

Consulting services.